

GOVERNMENT OF TRIPURA  
Office of the Chief Executive Officer & Project Director  
IGDC CREFLAT Project  
Gandhigram, West Tripura-799012

No.F.I/9.2.3/SFO/CREFLAT/2024/ 5997(A)

Date: 27/03/2025

**Tender Notice for Procurement of Air conditioner**

**Project number - BMZ No.: 2015 67 650 (Grant) & 2015 67 643 (Loan)**

The KfW, German Development Bank in partnership with Tripura Forest Department (TFD), Govt of Tripura is undertaking Climate Resilience of Forest Ecosystems, Biodiversity & Adaptive Capacities of Forest in the state of Tripura. CREFLAT intends to Procure AC for the project works. Interested Parties may download the complete Tender Document, from the tender/procurement section on the website [igdcp.tripura.gov.in](http://igdcp.tripura.gov.in). The floating date of tender i.e. 27-03-2025 onwards and till 28-04-2025 or interested bidders can obtain it from the CREFLAT office, and to be submitted to addresss mentioned above on any working day up to 16:00 hours on 28-04-2025 and Proposal of Bids shall be opened on the same day at 16:30 hours at CREFLAT office. No liability will be accepted for downloading the incomplete document. Details as to eligibility criteria, evaluation procedure, and other terms and conditions are given in tender document. Project Director, CREFLAT reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s of the grounds.

  
Chief Executive officer  
(CREFLAT)

S. PRABHU, IFS  
CEO & PROJECT DIRECTOR  
IGDC CREFLAT PROJECT

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REQUEST FOR QUOTATION FOR AC (RFQ)(Single Envelope) - RESTRICTED INVITATION TO  
TENDER FOR AC

Source of Funding: KfW Development Bank

Contract Ref: \_\_\_\_\_

Date of Issue of Request: \_\_\_\_\_

To,  
Interested Bidders.

Sub: Invitation for submitting a price quotation for Procurement of Air conditioner .

Dear Sirs,

**1. Invitation to Bid**

We hereby invite you to submit your most competitive quotation for the supply of the following items:

S. No.	Items	Specifications	Quantity (Nos)	<b><u>Completion /Delivery Time</u></b>
1.	Air Conditioner	<p>1. AC Unit type: Split</p> <p>2. Cooling Capacity/ Tonnage: 2 Ton</p> <p>3. Energy Rating: 3 Star or higher</p> <p>4. Compressor Type: Inverter/ Dual-inverter</p> <p>5. Warranty requirement: Warranty of 1 year on product, 5 years warranty on PCB, and 10 years warranty on compressor.</p> <p>6. Features:</p> <p>a) 100% copper condenser, Evaporator coils &amp; Connecting tubes.</p> <p>b) Refrigerant Type : R32</p> <p>c) Anti-dust filter</p> <p>d) Self-clean technology</p> <p>7. Installation Requirements: Mounting Clamp for outdoor unit, additional copper pipes (if required), insulation foam tube/ tapes, drilling holes, installation charges to be included in the final quoted amount.</p> <p>Note: No additional amount for installation, shipping/ delivery, will be paid beyond the quoted rate/ quoted price.</p>	13	Within 30 Days from the date of Purchase order / Award of contract.

Bidder has to supply all the Items. Quote only will be considered all the items are bidded.

**Applicable period of warranty is 1 (one) year.**

Installation Address:-

- 1) PMA, Hatipara Gandhigram
- 2) DPMA, Dhalai & North Tripura

## **2. Technical Qualification Criteria & Documents Comprising the Bid**

### **A. Qualification criteria for Technical proposal - These information is to be provided in the Tech 1 to 6.**

- a. The goods offered shall match the specification or should be above that.
- b. The bidder is in the existence for last five years. Attach a certificate of incorporation or registration.
- c. Average turnover of Rs. 21,00,000/- (INR twenty-one lakhs only) in last three years from a similar business, It shall be certified by a Chartered Accountant.
- d. The bidder's Net worth of last year should be Positive. It shall be certified by a Chartered Accountant.
- e. Liquid Assets shall be more than Rs 2,00,000/- (Rs two lakhs only) , It shall be certified by a Chartered Accountant.
- f. Similar experience of supplying the similar items to at least three reputed organizations for more than Rupees 4,00,000/-(Rs Four Lakhs) each In last 5 Years.
- g. Certified PAN number attached.
- h. GST registration number certified copy must be attached.
- i. Must have a sales & service center in Agartala.
- j. Attach Catalogue/ brochure of items to be supplied.
- k. Declaration of undertaking – KfW's
- l. Manufacture authorization form – A bidder needs to submit this form if he is not a manufacturer.
- m. The quantity of the AC may increase or decrease based on the availability of the fund within the quoted rates.

B. The Bid shall comprise Technical Bid and Financial Bid together.

C. Technical Bid will comprise of Technical Proposal containing the following Tech forms :

- (a) Tech 1 - Letter of Technical Bid;
- (b) Tech 2 - Information required for technical Evaluation
- (c) Tech 3 - Specification
- (d) Tech 4 - Similar experiences
- (e) Tech 5 - Declaration of Undertaking - According to KfW Guidelines
- (f) Tech 6 - Details of service center in Agartala & other parts of Tripura.
- (g) Tech 7 – Manufacture authorization form – A bidder needs to submit this form if he is not a manufacturer.



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D. Financial Bid will comprise of Financial Proposal containing the following Fin forms :

(a) Fin 1 - Letter of Price Bid.

(b) Fin 2 - Form of Quotation

E. Bids enclosed in a single envelope.

**3. Submission of Bids**

A. Bidders may submit their bids by post or by hand. Procedures for submission, sealing, and marking are as follows:

(a) Bidder shall submit one original Bid and clearly mark it "ORIGINAL BID". In addition, you shall also submit one copy of Bid marked as "COPY BID". In case of any discrepancy between the Original and Copy, the original shall prevail. Your quotation in the attached format should be signed, sealed in an envelope and addressed to and delivered to the following address:

Address: Office of the CEO & Project Director, IGDC, CREFLAT Project , PMA, Hatipara, Gandhigram, West tripura - 799012

(b) The envelopes shall:

- i. bear the name and address of the Bidder;
- ii. be addressed to the Employer and
- iii. bear the specific identification of this bidding

B. The envelopes containing the Bid shall bear a warning not to open before the time and date for the opening of Bid.

C. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

D. Bids must be received by the Employer at the address and no later than the date 28/04/2025 and time 16.00 hours.

E. The Employer shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

F. This being restricted invitation, This tender is available to all eligible prospective bidders , who are on the list of Forest Department. The outside/unregistered bidder can also apply but they have to meet the stated qualification criteria. The unregistered bidder may download the complete Documents, from tender/procurement section on the website [igdc.tripura.gov.in](http://igdc.tripura.gov.in) from date of opening, onwards or shall obtain from Office of the Chief Executive officer and Project Director , IGDC CREFLAT Project . No liability will be accepted for downloading the incomplete document.


**4. Opening of Bids**

A. The Bids will be opened in public in the presence of the Bidders' designated representatives and anyone who chooses to attend.

a. Address of Bid opening is :

Office of the CEO & Project Director, IGDC, CREFLAT Project , PMA, Hatipara, Gandhigram, West Tripura – 799012.

b. date and time of opening is 28-04-2025 and 16:30 hours





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- A. Envelopes holding the Bids shall be opened one at a time, and read out and recorded the name of the Bidder and any other details as the Employer may consider appropriate. Only Bids read out and recorded at bid opening shall be considered for evaluation. All pages of the Letter of Bid are to be initialed by at least three representatives of the Employer attending the bid opening. No Bid shall be rejected at the opening of Bids except for late bids.
  - B. All envelopes' Bids shall be opened one at a time and the following read out and recorded:
    - a. the name of the Bidder;
    - b. the Bid Prices, including any discounts; and
    - c. any other details as the Employer may consider appropriate.
  - C. Evaluation of the Technical and Financial will be done together. The price comparison of only technically qualified bidders will be done.
  - D. Only Price Bids and discounts read out and recorded during the opening of Bids shall be considered for evaluation.
  - E. The Employer shall prepare a record of the opening of Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), and any discounts if any. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

**B. Evaluation and Comparison of Bids**

- A. The Employer shall examine the Bid to confirm that all documents and technical documentation requested in the Bid document have been provided and to determine the completeness of each document submitted.
- B. The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself.
- C. A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.
- D. The Employer shall examine the technical aspects of the Bid submitted in accordance Technical Proposal, in particular, to confirm that all requirements Employer's Requirements have been met without any material deviation or reservation.
- E. If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- F. Provided that a bid is substantially responsive, the Employer may waive any nonconformity in the Bid that does not constitute a material deviation, reservation, or omission
- G. The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria.
- H. During the evaluation of Price Bids, the prices should be quoted for supply and delivery to the place of delivery. Prices shall be quoted in the INR; the Employer shall correct arithmetical errors on the following basis:
  - a. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
  - b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
  - c. if a Supplier refuses to accept the correction, his quotation will be rejected.

In addition to the quoted price, the evaluated price shall include Value Added Tax (VAT)/ GST in India.

- I. The Employer shall compare all substantially responsive bids to determine the lowest evaluated bid.



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- J. The Employer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
- K. The Employer will notify Bidders in writing that have been rejected.
- C. **Declaration of undertaking** – The Bidder/supplier shall observe the highest standard of ethics and respect social and environmental standards during the Tender Process and the implementation of a Contract. The Bidder/supplier is to provide a duly signed Declaration of Undertaking as part of Application, Offer and Contract. Should the Declaration of Undertaking not be provided or should the declarations or commitments by Applicants, Bidder/supplier included therein not be complied with, his bid may be rejected.

D. **Eligible Bidders.**

Tenders from bidders will be admitted to the procedure provided that none of the following reasons for exclusion apply:

- Sanctions or embargoes issued by the Security Council of the United Nations, the EU, or the German Government preclude the participation of a bidder;
  - The bidder is excluded from the tendering process with legal effect of the country of the contracting agency on grounds of criminal offenses, especially fraud, corruption, or other economic crimes;
  - The bidder is a state-controlled company in the partner country that is not legally or economically independent, that is not subject to commercial law, or that is a public authority dependent on the contracting agency or the project executing agency or the recipient of the loan/financing amount;
  - The bidder or individual members of the bidder's staff or a subcontractor has economic links or family ties with personnel of the contracting agency who are involved in preparing the tender documents, awarding the contract or supervising the execution of the contract, insofar as the conflict of interests could not be resolved to KfW's satisfaction in advance of the contract award and execution phase;
  - The bidder is or was involved as a consultant in the preparation or implementation of the project. The same applies to an enterprise or an individual that is closely connected to the bidder under a company group or a similar business link, or to several enterprises or individuals associated correspondingly. (exception: In BOT projects or turnkey projects participation of future suppliers or manufacturers may even be desirable);
  - The bidder or individual members of the bidder's staff or a subcontractor are not or were not during the last 12 months prior to publication of the invitation to tender indirectly or directly linked to the project in question through employment as a staff member or advisor to the contracting agency, and are not or were not able in this connection to influence the award of the contract for services, or the bidder is not or was not otherwise able to influence the award of the contract for services. By signing the Declaration of Undertaking (see Annex 5), the bidder attests that none of these reasons for exclusion or conflicts of interest apply. In case of doubt, when tendering the bidder in question shall furnish proof to the satisfaction of the contracting agency and KfW.
- E. Your proposal shall be in English language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information for each item quoted, including names and addresses of firms providing after-sales service facilities Agartala.
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F. You quotation(s) should be submitted as per the following instructions and in accordance with the attached Form of Contract (Annex – A) The attached Terms and Conditions of Supply is an integral part of the Contract.

- (i) **AWARD OF PURCHASE ORDER.** The award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical and financial capabilities. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply.
- (ii) **Performance Security** in the amount of 5% percent – Successful bidders is required to furnish a Performance security for an amount of 5% of the contract value before award of the contract, in the form of Demand Draft/ Banker's Cheque/ Pay Order payable at Agartala and drawn in favour of "M/S Natural Resource Management Society of Tripura" of appropriate amount. Performance security will be returned at the end of Warranty period of one year, If all the obligation under the contract is met satisfactorily by the bidder.
- (iii) **VALIDITY OF THE OFFER:** Your quotation(s) should be valid for a period of ninety (90) days from the deadline for receipt of quotation(s) indicated in Paragraph 5 of this Request for Quotation.
- (iv) If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of suppliers for the project for two years.

G. Further information can be obtained from:  
CEO & PD, IGDC CREFLAT PROJECT

Address:- Office of the CEO & Project Director, IGDC, CREFLAT Project, PMA, Hatipara, Gandhigram, West Tripura - 799012

Email:-[ceoigdcp@gmail.com](mailto:ceoigdcp@gmail.com) , [ddoigdcp-tr@tripura.gov.in](mailto:ddoigdcp-tr@tripura.gov.in)

- H. The bidder whose quotation has been accepted will be notified of the award of the contract through the Letter of Acceptance issued by the Purchaser within the validity period.
- I. The Purchaser intends to apply funds from the KfW Development Bank for eligible payments under the Purchase Order resulting from this RFQ.
- J. Please Confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

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S. PRABHU, IFS  
CEO & PROJECT DIRECTOR  
IGDC CREFLAT PROJECT

CEO & PD, IGDC CREFLAT PROJECT

Address:- Office of the CEO & Project Director, IGDC, CREFLAT Project, PMA, Hatipara, Gandhigram, Agartala, West Tripura - 799012



**Tech Forms**

**Tech -1- Letter of Technical Bid**

**-- Note --**

*The Bidder must accomplish the Technical Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.*

Contract Number \_\_\_\_\_

Date: \_\_\_\_\_

To: CEO & PD, IGDC CREFLAT PROJECT

Office of the CEO & Project Director, IGDC, CREFLAT Project , PMA, Hatipara,  
Gandhigram, Agartala, West tripura - 799012

We, the undersigned, declare that:

- (a) We have examined and have no reservations to this Bidding Document.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in this document the following Goods and Related Services: .....
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 90 (Ninety) days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest
- (e) We are not participating, as a Bidder in more than one Bid in this bidding process.
- (f) We are not a government-owned enterprise.
- (g) We agree to permit KfW's or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by KfW's.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_



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**Tech – 2**

**Information required for technical Evaluation**

<b>Qualification Criteria</b>	<b>Bidder's Information {To be filled by bidder }</b>	<b>Remarks</b>								
a. The goods offered shall match the specification or should be above that.	{Bidders comment on Specification}	<b><u>Fill Tech 3</u></b>								
b. The bidder is in the existence for last five years.	{fill date of Incorporation}	Attach certificate of incorporation or registration &								
c. Average turnover of Rupees in last three years form similar business.	<table border="1"> <thead> <tr> <th>Year</th><th>Amount (INR)</th></tr> </thead> <tbody> <tr> <td>2021-2022,</td><td></td></tr> <tr> <td>2022-2023</td><td></td></tr> <tr> <td>2023-2024</td><td></td></tr> </tbody> </table> {fill Turnover of Last three years}	Year	Amount (INR)	2021-2022,		2022-2023		2023-2024		Attach Audited financial Statement & certified by a Chartered Accountant.
Year	Amount (INR)									
2021-2022,										
2022-2023										
2023-2024										
d. The bidder's Net worth	<table border="1"> <thead> <tr> <th>Year</th><th>Amount (INR) Net worth</th></tr> </thead> <tbody> <tr> <td>2023-2024</td><td></td></tr> </tbody> </table>	Year	Amount (INR) Net worth	2023-2024		Certified by a Chartered Accountant.				
Year	Amount (INR) Net worth									
2023-2024										
e. Liquid Assets	<table border="1"> <thead> <tr> <th>Year</th><th>Amount (INR) Liquid Assets</th></tr> </thead> <tbody> <tr> <td>2023-2024</td><td></td></tr> </tbody> </table>	Year	Amount (INR) Liquid Assets	2023-2024		Certified by a Chartered Accountant.				
Year	Amount (INR) Liquid Assets									
2023-2024										
f. Similar experience of supplying the items at least three reputed organizations.	<table border="1"> <thead> <tr> <th>Name of reputed organizations</th><th>Amount (INR)</th></tr> </thead> <tbody> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </tbody> </table>	Name of reputed organizations	Amount (INR)							<b><u>Fill Tech 4</u></b>
Name of reputed organizations	Amount (INR)									
g. Certified PAN number attached.	PAN No.....	Attach self certified copy								
h. VAT/Sale tax registration number	VAT/GST No.....	Attach self certified copy								
i. "Declaration of Undertaking" According to KfW Guidelines	{Agree, Sign & Submit}	<b><u>Fill TECH - 5 -</u></b>								
j. Must have sale & service centre in Agartala.	{Name & Contact No of all the service Center}	<b><u>Fill TECH - 6-</u></b> Details of service Center								
k. Attach Catalogue / brochure of items to be supplied.	{Details of attachment}	<b><u>Cofirm the attachment</u></b>								
l. Manufacture authorization form	{State whether a Agent/ Dealer etc or Manufacturer}	<b><u>Fill TECH – 7-</u></b> A bidder needs to submit this form if he is not a manufacturer.								

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### **Specification**

1. AC Unit type: Split
  2. Cooling Capacity/ Tonnage: 2 Ton
  3. Energy Rating: 3 Star or higher
  4. Compressor Type: Inverter/ Dual-inverter
  5. Warranty requirement: Warranty of 1 year on product, 5 years warranty on PCB, and 10 years warranty on compressor.
  6. Features:
    - a) 100% copper condenser, Evaporator coils & Connecting tubes.
    - b) Refrigerant Type : R32
    - c) Anti-dust filter
    - d) Self-clean technology
  7. Installation Requirements: Mounting Clamp for outdoor unit, additional copper pipes (if required), insulation foam tube/ tapes, drilling holes, installation charges to be included in the final quoted amount.
- Note: No additional amount for installation, shipping/ delivery, will be paid beyond the quoted rate/ quoted price.

### **Comments of the Bidders**

#### **(OPTIONAL)**

Specify, if applicable.

Spare Parts    }

Tools and Accessories    }

Manuals    }

Maintenance Requirements    }





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**Tech 4 – Similar experiences**

Detail information regarding orders executed during last three years

- a) It is mandatory to appropriately fill each column.
- b) Enclose certified copies of the purchase order in chronology.

Sl.	Reference to order no. and date for completion and delivery as per order	Amount of order	Name of the office/authority by which the order was placed	Date of completion of delivery of the order

**Authorized Signature of supplies with stamp**

Date :

Place :



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**TECH – 5 – Letter of Undertaking**

Reference name of the Application/Offer/ Contract: ("Contract"<sup>1</sup>)

To: ("Project Executing Agency"<sup>2</sup>)

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA") subject to its own conditions, which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
  - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
  - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
  - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
  - 2.4) having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;

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<sup>1</sup> Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries".

<sup>2</sup> The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services. Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries



- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
- 2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
- 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
- 3.5) in the case of procurement of Works, Plant or Goods:
- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
- ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.





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6. In the context of the Tender Process and performance of the corresponding Contract:

- 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
- 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
- 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation <sup>3</sup>(ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.

8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfilment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_ duly empowered to sign in the name and on behalf of<sup>4</sup>: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

<sup>3</sup> In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

<sup>4</sup> In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

**Tech 6****Details of service Center in Agartala and Tripura.**

<b><u>S.no</u></b>	<b><u>Name &amp; Address of service Center</u></b>	<b><u>Name &amp; Contact of Person incharge</u></b>	<b><u>Situated at...</u></b>
1			
2			
3			
4			



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Tech - 7

Manufacture authorisation form

MANUFACTURERS' AUTHORIZATION FORM

Contract No. RFQ number: \_\_\_\_\_

dated

To,  
CEO & PD, IGDC CREFLAT PROJECT  
Office of the CEO & Project Director, IGDC, CREFLAT Project , PMA, Hatipara,  
Gandhigram, Agartala, West tripura - 799012  
Email:-ceoigdc@gmail.com , ddoigdc-tr@tripura.gov.in

Dear Sir:


We \_\_\_\_\_ who are established and reputable manufacturers of  
(name and description of goods offered) having factories at \_\_\_\_\_ (address of factory) do hereby authorize  
M/s \_\_\_\_\_ (Name and address of Agent/dealer) to submit a bid, and sign the contract with you  
for the goods manufactured by us against the above RFQ.

We hereby extend our full guarantee and warranty as per this RFQ requirement for the goods and  
services offered for supply by the above firm against this RFQ.

Yours faithfully,

(Name)  
(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person  
competent and having the power of attorney to legally bind the manufacturer. It should be included by the  
Bidder in its bid.





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**Note -**

The Bidder must accomplish the Price Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.

Contract Number

Date:

To:  
The CEO & PD, IGDC CREFLAT PROJECT  
Office of the CEO & Project Director, IGDC, CREFLAT Project , PMA, Hatipara,  
Gandhigram, Agartala, West tripura - 799012  
Email:-ceoigdc@gmail.com , ddoigdc-tr@tripura.gov.in

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in this bid document , the following Goods and Related Services: .....
- (c) The total price of our Bid, is

[Rupees in words], [Rupees amount in figures]

{It should be same as Fin 2}

- (d) Our bid shall be valid for a period of 90 (Ninty) days from the date fixed for the submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) If our Bid is accepted, we commit to provide a Performance Security in the amount of 5% of the Contract Price for the due performance of the Contract.
- (f) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) We agree to permit KfW's or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by KfW's.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_



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**Fin- 2 – FORM OF QUOTATION**

To,  
CEO & PD, IGDC CREFLAT PROJECT  
Office of the CEO & Project Director, IGDC, CREFLAT Project , PMA, Hatipara,  
Gandhigram, Agartala, West tripura - 799012  
Email:-ceoigdc@gmail.com , ddoigdc-tr@tripura.gov.in

**Prices and Schedules for Supply**

Sl. No. (1)	Item No. (2)	Description of the Equipment /Works (3)	Quan tity and Unit (5)	Price for each unit (Rs.)				Total Price (Rs.)
				Unit rate including excise, customs duty excluding GST (a)	GST (b)	Transport- ation, insurance, local incidental costs, etc. (c)	Quoted Unit rate [a+b+c=d] (6)	(in figures) [(5)x(6)= (7)]
1	1							

We offer to supply the ..... (Contract no.....) in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of Rupees ..... (amount in words), (Rupees in numbers).

We propose to complete the delivery of Goods described in the Contract within the following Delivery Time from the Date of Signing of the Contract as in the tender document.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive. We hereby confirm that this Quotation complies with Validity of the Offer and Warranty conditions imposed by the Request for Quotation document and the Terms and Conditions of Supply, respectively.


We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Name & Signature of Supplier

Address :

Phone Number : \_\_\_\_\_ Fax Number, if any

\_\_\_\_\_ Email address



**FORM OF CONTRACT**

THIS AGREEMENT named "....." made on ..... 2017, between  
To: CEO & PD, IGDC CREFLAT PROJECT, Office of the CEO & Project Director, IGDC, CREFLAT  
Project, PMA, Hatipara, Gandhigram, Agartala, West tripura – 799012, Email:-ceoigdc@gmail.com,  
ddoigdc-tr@tripura.gov.in, (hereinafter called "the Purchaser") on the one part and  
\_\_\_\_\_ (hereinafter called "the Supplier") on the other part.

WHEREAS the Purchaser has requested for quotation for "....." to  
be supplied by Supplier, viz. Contract "....." (hereinafter called  
"Contract") and has accepted the Quotation by the Supplier for the supply of goods under Contract at  
the sum of \_\_\_\_\_ (\_\_\_\_\_ ) hereinafter called "the Contract Price".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this  
agreement, viz:

- a. "Declaration of Undertaking" According to KfW Guidelines
- b. Terms and condition of Supply
- c. Full technical proposal along with Technical Specifications;
- d. Letter of Price Bid and form of Quotation ;

In the event of any inconsistency between the documents, the order of precedence  
a,b,c and d shall prevail.

2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned,  
the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply  
of goods under the Contract and remedy any defects therein in conformity with the provisions of the  
Contract.

3. The Purchaser hereby covenants to pay, in consideration of the acceptance of Contract, supply and  
delivery of the goods and remedying of defects therein, the Contract Price in accordance with Payment  
Conditions prescribed by the Contract.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of India on the date  
indicated above.

Signature and seal of the Purchaser: For and on behalf of

\_\_\_\_\_ Name of Authorized Representative

Signature and seal of the Supplier: For and on behalf of

\_\_\_\_\_ Name of Authorized Representative





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0 1 2 3 4

**TERMS AND CONDITIONS OF SUPPLY**

**Project Name:**

**Purchaser:**

**Package No.**

**1. Schedules for Supply**

Sch. No.	Item	Quantity (No.)	Delivery Time	Place of Delivery
01			Date	IGDC, CREFLAT Project , PMA, Hatipara, Gandhigram, Agartala, West tripura - 799012 Email:-ceoigdcg@gmail.com, ddoigdcg-tr@tripura.gov.in
02				


Specify, if applicable.

Spare Parts }

Tools and Accessories }

Manuals }

Maintenance Requirements }

2. **Fixed Price:** The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.
  3. **Delivery Schedule:** The delivery should be completed as per above schedule but not exceeding One (1) months from the date of signing of contract.
  4. **Insurance:** The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the value of the Goods on "All risks" basis.
  5. **Applicable Law:** The Contract shall be interpreted in accordance with the laws of India
  6. **Resolution of Disputes:** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the \_\_\_\_\_ (arbitration law or rules of the Purchaser's country).
- 

**7. Delivery and Documents:**

Upon delivery, the Supplier shall provide the following documents to the Purchaser:

- a. copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- b. manufacturer's or supplier's warranty certificate; and
- c. certificate of origin.

**8. Payment:** Payment of the contract price shall be made in the following manner:

- a) 90% upon receipt by the Purchaser of the delivered goods on site in accordance with the contract; and
- b) 10% upon acceptance of the delivered goods by the Purchaser.

**9. Warranty:** Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.

**10. Defects:** All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the supplier within the warranty period are:

Facility \_\_\_\_\_ Address \_\_\_\_\_  
\_\_\_\_\_

**11. Force Majeure:** The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an events beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

**12. Required Technical Specifications:** (with attachments as necessary)

- (i) General Description
- (ii) Specific details and technical standards
- (iii) Performance Parameters    Supplier confirms compliance with above specifications.

**13. Failure to Perform:** The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.

NAME OF SUPPLIER: \_\_\_\_\_ Authorized  
Signature : \_\_\_\_\_ Place: \_\_\_\_\_  
Date : \_\_\_\_\_

